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Attorneys for Plaintiff,
SYNOPSYS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SYNOPSYS, INC.,

Plaintiff,

v.

LIBRARY TECHNOLOGIES, INC., a
California corporation, and DOES 1-10,
inclusive,

Defendants.

Case No. 3:20-cv-07014-CRB

~~PROPOSED~~ ORDER RE
SETTLEMENT AND DISMISSAL OF
CASE WITH PREJUDICE

1 WHEREAS Plaintiff Synopsys, Inc. (“Plaintiff”) and Defendant Library Technologies,
 2 Inc., (“Defendant”) are parties to a civil action entitled *Synopsys, Inc. v. Library Technologies,*
 3 *Inc., et al.*, in the United States District Court for the Northern District of California, Case No.
 4 3:20-cv-07014-CRB (the “Litigation”);

5 WHEREAS Plaintiff has alleged that the Defendant violated the Digital Millennium
 6 Copyright Act (“DMCA”) and Breach of the Parties Contracts and Defendant denies these
 7 allegations; and

8 NOW THEREFORE, in consideration of the foregoing and in consideration of the
 9 payments, promises and mutual undertakings set forth herein and in the Parties’ Confidential
 10 Settlement Agreement (“Agreement”) executed by Plaintiff and Defendant and incorporated
 11 herein by this reference, the sufficiency of which is hereby acknowledged, the Court orders as
 12 follows.

- 13 1. Defendant, its representatives, officers, agents, directors, affiliates, servants,
 14 employees, contractors, and consultants and all persons acting in concert or
 15 participation with it agree they have ceased accessing any Synopsys applications or
 16 any electronic files associated with the use of or access to any Synopsys applications,
 17 including but not limited to counterfeit license key files. Defendant, its
 18 representatives, officers, agents, directors, affiliates, servants, employees, consultants
 19 and all persons acting in concert or participation with it including employees and
 20 independent contractors, are permanently enjoined from directly or indirectly
 21 accessing, using, transferring, or copying, in any way, any Synopsys software without
 22 authorization from Synopsys.
- 23 2. Defendant shall certify with the court that all Synopsys software located on devices
 24 have within Defendants’ control been removed, including devices within the control
 25 of Defendant’s representatives, officers, agents, directors, affiliates, servants,
 26 employees, consultants and all persons acting in concert or participation with it
 27 including employees and independent contractors.
- 28 3. This Court shall retain jurisdiction of this matter to enforce the terms of the
 Agreement without the necessity of any party’s filing a separate lawsuit to do so. In
 any contest over an alleged violation of this Agreement, the prevailing party shall
 recover its reasonable attorneys’ fees and costs.
4. All claims filed herein are hereby dismissed with prejudice. Each party shall bear its
 own fees and costs, except as specified in the Parties’ Confidential Settlement
 Agreement.

IT IS SO ORDERED.

Dated: August 2, 2022



HONORABLE CHARLES R. BREYER
United States District Judge